

## APPENDIX A

### CONTRACTUAL CONDITIONS

#### I. SERVICES

1. The Department agrees to reimburse the Contractor for the provision of post-acute traumatic head injury rehabilitation services the Department deems to have been provided to the satisfaction of the Department and in accordance with standards set forth in this Agreement. Any changes to this Agreement must be in written amendments that are signed by both the Contractor and the Department. The Contractor shall provide the services as defined in this Appendix A and listed in the Fee Schedule (Appendix C).
2. This Agreement is funded by an appropriation pursuant to 35 P.S. § 6934 (e) which established the Catastrophic Medical and Rehabilitation Fund.
3. The Contractor acknowledges by execution of this Agreement that the Contractor is a “provider” as defined in the Department’s Head Injury Program regulations (28 Pa. Code § 4.1, et seq.), and the contractor agrees to abide by these and any other regulations the Department may promulgate pursuant to 35 P.S. § 6934(e), and by any policy guidelines which may be issued by the Department.
4. Funding/Time Limits - The Contractor shall provide inpatient services, outpatient, day, or home-based services, routine case management services, and transitional case management services, in a combination as may be indicated in the rehabilitation service plan and the discharge plan, for up to a maximum period of time and/or up to a maximum dollar amount, as set forth and as updated in the Pennsylvania Bulletin.
5. Assessment Period - Services as defined below may be provided by the Contractor, and billed according to the Assessment Fee Schedule, for applicants who are both determined to be eligible for assessment by the Department or its specifically authorized agents, and are referred to the Contractor by the Department or its specifically authorized agents. A Pre-admission Assessment is typically conducted for all applicants, the outcome of which may or may not include a recommendation for a Comprehensive Neuropsychological Evaluation. There may be situations when the Contractor performs only a Comprehensive Neuropsychological Evaluation. Routine Case Management Services (Section #8, below) and Transportation (Section #9, below) may also be charged by the Contractor during the Assessment Period.
  - a. Pre-admission Assessment (and Other Assessment) – An assessment performed by a qualified clinician or a team of clinicians with experience in cognitive, vocational, and behavioral rehabilitation. This assessment will take place during a face-to-face meeting with the client during which information must be gathered to sufficiently complete:
    - 1) The Pre-admission Assessment form (Appendix A, Attachment 1).
    - 2) A Mayo Portland Adaptability Inventory (Appendix A, Attachment 2).

- 3) A comprehensive rehabilitation service plan (Appendix A, Attachment 3).
  - 4) A monthly charge estimate (Appendix A, Attachment 4)
  - 5) The Client-Provider Agreement (Appendix A, Attachment 5).
- b. Comprehensive Neuropsychological Evaluation – A comprehensive assessment of cognitive and behavioral functions conducted with an applicant by a Neuropsychologist using a set of standardized tests and procedures. Various mental functions are systematically tested, including, but not limited to: intelligence, problem solving and conceptualization, planning and organization, attention, memory and learning, language, academic skills, perceptual and motor abilities, emotions, behavior and personality. This type of evaluation determines the nature and extent of behavioral changes due to an individual's traumatic brain injury and determines necessary treatment. The information gathered during a Neuropsychological Evaluation must be incorporated in the required documentation (Appendix A, Attachments 1 through 4).
6. Rehabilitation Period / Outpatient Services Billable- Rehabilitation services as defined below may be provided by the Contractor on an outpatient, day, or home-based basis and billed according to the Rehabilitation Period / Outpatient Fee Schedule for clients whose rehabilitation service plan has been approved in writing by the Department. These services may be provided only for rehabilitation purposes related to the client's brain injury and consistent with the rehabilitation service plan. Routine Case Management Services (Section #8, below) and Transportation (Section #9, below) may also be charged by the Contractor during the Rehabilitation Period.
- a. Behavioral Management - Services that focus on the development of a comprehensive behavior plan which integrates therapy evaluations, psychiatric and neuropsychiatric recommendations that focus on the elimination or minimization of target behaviors and the development of replacement behaviors. The structure and support necessary to maintain these skills is identified so that the individual is able to move on to a less intensive environment. For mood instability, the focus of treatment may include medication management, behavioral interventions, therapy assessments and treatment to develop the structure and support necessary to maintain stability so that the person is able to move on to a less intensive environment.
  - b. Cognitive Rehabilitation Therapy (CRT) - Services that focus on the (re) attainment of cognitive skills lost or altered because of neurological trauma. The aim of treatment is the enhancement of the client's functional competence in real-world situations. The process includes (re) attainment of skills through direct retraining, use of compensatory strategies, and use of cognitive orthotics and prostheses. CRT is provided to neurologically impaired individuals who indicate a sufficient level of recovery to benefit from such services and is carried out through direct services to clients to assess cognitive areas, target goals, select tasks and strategies, and monitor progress.

- c. Life-Skills Training – Services including, but not limited to: medication management; money management; maintenance of the living environment; social skills training; appropriate use of community services; community mobility; and maintenance of health. Life-skills training must be consistent with the goals of the rehabilitation plan.
- d. Occupational Therapy - Services that help individuals to overcome the physical, cognitive and perceptual problems that limit their ability to perform functional activities. A client’s ability to use upper limbs, perform fine motor skills, coordinate eye-hand movements, and use skills of cognitive function needed for self-care or activities of daily living is evaluated through occupational therapy. Occupational therapy may include exercise and education as well as functional tasks.
- e. Personal Care - Services include assistance with eating, bathing, dressing, personal hygiene, and activities of daily living. This service includes meals. This service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are incidental to the care furnished, or which are essential to the health and welfare of the individual. These services may only occur as necessary during the provision of other approved outpatient rehabilitative services.
- f. Physical Therapy - Services that maintain and improve the movement of joints and limbs and provides treatment of these areas. A client’s muscle tone, muscle strength, coordination, endurance and general mobility is evaluated through physical therapy. From this evaluation, an individualized program is developed to improve functional skills.
- g. Psychology - Services that focus on understanding the interrelationship between the brain and how individuals think and act. Psychology helps to coordinate the rehabilitation process for clients with brain injuries. These services also focus on the redevelopment of cognitive and social skills, as well as coping and adjustment counseling to deal with the impact of the traumatic brain injury.
- h. Physiatry - Medical services that specialize in the area of physical medicine and rehabilitation. Physiatry strives to treat the whole patient, not just the specific injury or condition which improves overall recovery. The goal of treatment is always to restore normal function and improve quality of life for patients from a physical, emotional, psychosocial and vocational perspective.
- i. Neurology – Medical services that specializes in the diagnosis and treatment of nervous system disorders.
- j. Nursing – Medical nursing services performed as necessary in the context of the provision of other allowable outpatient rehabilitative services.
- k. Psychiatry or Neuropsychiatry – Medical services that specializes in the diagnosis and treatment of behavioral abnormalities and mental diseases.

- l. Speech/Language Therapy - Services that evaluate and treat problems of expression and understanding sounds and language, and issues relating to swallowing. Speech, swallowing, attention, writing, reading, and expression skills are all addressed through speech/language therapy. Instruction and exercise to improve comprehension and overall communication skills are also provided through speech/language therapy.
  - m. Therapeutic Recreation - Services that combine the client's interests and hobbies with basic therapy goals. Therapeutic recreation programs are designed that give the client an opportunity to enjoy activities of choice. The goal of these programs may be improving specific physical or cognitive therapy goals and social skills, acquiring knowledge about how to use leisure resources, and encouraging the planning and organization of leisure activities.
  - n. Supportive Counseling - Services to assist the client in achieving more effective personal, emotional, social, educational, and vocational development and adjustment.
  - o. Work Skills Training - Services that are aimed at preparing an individual for paid or unpaid employment, but is not job-task oriented. Training includes teaching such concepts as compliance, attendance, task completion, problem solving and safety. Activities included in this service are not primarily directed at teaching specific job skills, but at underlying goals directed at assisting the client toward greater independence, such as improving attention span and motor skills.
  - p. Substance Abuse Education and Prevention - Services aimed at individuals who are identified as not needing drug and alcohol treatment and designed to deter use of alcohol and other drugs. Services include increasing awareness and knowledge on the nature and extent of alcohol and drug use, abuse and addiction and the affects on individuals, families and communities, and developing refusal skills.
7. Rehabilitation Period / Inpatient Services Billable - Inpatient programs as defined below may be provided by the Contractor and billed according to the Rehabilitation Period / Inpatient Fee Schedule for clients whose rehabilitation service plan has been approved in writing by the Department. The daily rate for these programs includes room and board, personal care services as necessary, and, as indicated by the rehabilitation service plan, any of the outpatient services listed in Section 3, above. Routine Case Management Services (Section #8, below) and Transportation (Section #9, below) may also be charged by the Contractor during the Rehabilitation Period.
- a. Community Re-Entry Residential Program – Services designed for individuals who have the potential to live in a more independent setting. These individuals may still benefit from therapy and structured support and may require up to 24-hour supervision. The person is ambulatory without supervision or is independent with respect to the use of an assistive device; able to perform basic self-care tasks; and follows safety guidelines.

- b. Intensive Rehabilitation Level One - Services designed for individuals who require an intensive therapeutic environment and 24-hour supervision and assistance due to neurocognitive barriers. Therapy assessments and evaluations serve to develop the structure and supports necessary for more independent functioning and improved communication and life skills. The person is ambulatory without supervision or is independent with respect to the use of an assistive device; may need minimal assistance for basic self care tasks; and responds to cues to follow safety guidelines.
  - c. Intensive Rehabilitation Level Two - Services designed for individuals who require an intensive therapeutic environment, requiring 24-hour supervision and assistance due to physical and medical issues (for example – swallowing, transfers, ADL needs) as well as significant neurocognitive barriers. Therapy assessments and evaluations serve to develop structure and supports necessary for more independent functioning and improved communication. The person requires moderate to maximum assistance to complete self-care tasks. Person requires moderate to maximum assistance for all functional mobility.
  - d. Intensive Neurobehavioral Residential Program - Services designed for individuals who exhibit behavioral problems including agitation or verbal/or physical aggression, or who are severely disoriented. These individuals require intensive structured environment with 24-hour supervision an intensive staff to client ratio. The person demonstrates little to no awareness of the brain injury barriers and need for structure/strategies. As a result, the person requires therapy assessments and ongoing interventions to develop replacement behaviors; skills and strategies to support improved functioning. The person demonstrates mood instability and/or behavioral difficulties of limited intensity, frequency, and duration.
8. The Contractor shall provide routine case management services during the Assessment Period and Rehabilitation Period. Reimbursement for routine case management services will be limited to the following activities as specified in the Fee Schedule: development and modification of rehabilitation service plans; monitoring the client’s progress; accessing technological assistive devices; setting up resources; scheduling medical appointments; and discharge planning. Discharge planning shall be part of the client’s rehabilitation service plan and shall outline the plan for services during the client’s six-month transition following rehabilitation services. The Contractor may employ or contract with a case manager to provide these services.
9. During the Assessment Period and Rehabilitation Period, the Department will reimburse Contractors for mileage according to the Commonwealth established rate for Transportation. This mileage may be incurred in the course of traveling to/from a meeting with a client who may not be able to travel to the provider, or in transporting a client to HIP-reimbursable rehabilitation services approved via the rehabilitation service plan.
10. Transition Period - The Contractor shall provide transitional case management services following the client’s completion of rehabilitation during the Transition

Period. Transitional case management services shall be billed according to the Transition Period Fee Schedule for clients who have completed the Rehabilitation Period, and shall consist of the following:

- a. Assisting the client in gaining access to services from which the client may benefit and for which the client may be eligible.
- b. Monitoring and evaluating the client's progress in completion of the discharge plan.
- c. Determining that the client has fully transitioned in accordance with the established discharge plan.

## **II. STAFFING**

1. The facility shall maintain staffing according to the accreditation standards under which the contractor has been approved to provide service.
2. Facilities that do not have accreditation may seek a waiver from the Department of Health and, if awarded, shall abide by the staffing requirements in the waiver. Any waiver awarded is hereby incorporated by reference into this Agreement.

## **III. REQUIREMENTS FOR PROVISION OF SERVICES**

1. The Department, in its sole discretion, determines which applicants are eligible for an assessment and services under this Agreement. The Contractor under this Agreement must have a separate letter of authorization from the Department, or the Department's specifically authorized agent, prior to the provision of an assessment or any other services to applicants to the Head Injury Program. Individuals eligible for an assessment will be referred in writing to the Contractor for a pre-admission assessment and development of a rehabilitation service plan. The pre-admission assessment must be performed by a qualified clinician or team of clinicians with experience in cognitive, vocational, and behavioral rehabilitation. Documentation of the pre-admission assessment must be maintained in the client's file.
2. The Department will notify applicants in writing of their eligibility for enrollment after receiving the completed assessment and/or rehabilitation plan from the provider. The Department will send a letter notifying the Contractor of the enrollment of the applicant as a client of the Head Injury Program and authorizing the client's rehabilitation services as submitted in the approved rehabilitation service plan.
3. The Contractor must submit any requests for modifications to the rehabilitation service plan in writing in advance to the Head Injury Program in order to obtain written approval prior to implementation of any such modification. The Head Injury Program will review the request for modification and advise the Contractor in writing of the approval or disapproval of the request.

#### **IV. PROVIDER STANDARDS**

1. All services rendered by the Contractor shall be consistent with customary standards of professional practice in amount, duration, scope, and quality.
2. The Contractor, and its employees and agents who are providing services under this Agreement, shall be qualified, licensed and/or certified in their respective disciplines as required by the Commonwealth of Pennsylvania and meet staffing standards as required by the Commonwealth of Pennsylvania and their respective accrediting body or waiver agreement.

#### **V. MINIMUM QUALIFICATIONS OF REHABILITATION CONTRACTORS**

1. A Contractor shall be accredited by an accrediting body recognized and approved by the Department. The names of the specific accrediting bodies are available upon request from the Department. To make such a request the Contractor should write or call the Head Injury Program, Department of Health, 7<sup>th</sup> Floor East Wing, 7<sup>th</sup> & Forster Streets, Harrisburg, PA 17120. The telephone number is (717) 772-4959. The Contractor shall submit documentation of its accreditation to the Head Injury Program prior to receipt of a fully executed and approved contract. The Contractor shall maintain such accreditation throughout the term of the contract. Contractors that do not have accreditation may seek a waiver from the Department of Health, Head Injury Program, and, if awarded, shall abide by the requirements in the waiver. Any waiver awarded is hereby incorporated by reference into this agreement. Waiver requests should be sent to: Head Injury Program, Department of Health, 7<sup>th</sup> Floor East Wing, 7<sup>th</sup> & Forster Streets, Harrisburg, PA 17120.
2. The Contractor and all subcontractors shall be licensed by the appropriate Pennsylvania agency according to the laws of the State of Pennsylvania. The Contractor shall submit documentation of its licensure to the Head Injury Program prior to receipt of a fully executed and approved contract.
3. The Contractor shall notify the Department immediately of any changes in its accreditation or licensure status.
4. When possible, the Contractor shall participate in other State programs that fund head injury rehabilitation services unless granted an exception in writing by the Head Injury Program. Those other State programs include but are not limited to the Department of Public Welfare, Office of Social Programs, Community Services Program for Persons with Physical Disabilities (CSPPPD) and COMMCARE Waiver Programs; and the Department of Labor and Industry, Office of Vocational Rehabilitation Program (OVR). The Contractor, if licensed as an outpatient clinic, or if eligible otherwise, shall participate in the Department of Public Welfare, Office of Medical Assistance Program. The Contractor shall maintain this participation throughout the contract term. The Contractor shall notify the Department immediately of any change in participation.

5. The Contractor must provide staff training about available community resources and head injury rehabilitation programs and services throughout the Commonwealth of Pennsylvania.

## **VI. CLIENT TRANSFER**

1. The Contractor must maintain a written agreement with at least one other facility that is geographically proximate and operating a similar head injury rehabilitation program to ensure continuing care in the event of an emergency, closure and/or federal or state suspension of operation of the facility.
2. Except for an emergency, as defined in paragraph 3 below, the Contractor shall not transfer clients to another medical care facility or head injury rehabilitation facility unless prior arrangements for admission have been made and the client or legal guardian has agreed to the transfer.
3. The Contractor shall notify the Head Injury Program in writing in advance of a client transfer, unless the transfer results from an emergency due to natural disaster, immediate federal or state closure of the facility, or the client requires hospitalization for emergency medical reasons. The Head Injury Program must approve transfers, except for emergency transfers, in writing before the transfer occurs.

## **VII. REPORTING REQUIREMENTS**

1. The Contractor shall submit pre-admission assessment, and rehabilitation service plan forms as appropriate for each individual referred from the Head Injury Program. The Department may prospectively amend or revise the pre-admission assessment and rehabilitation service forms, in writing, by notifying the Contractor at least thirty (30) days in advance by first class U.S. mail of changes. Such changes are incorporated herein by reference as of their effective date(s), as indicated in the notice.
2. All modifications to the rehabilitation service plan must be submitted in writing to the Head Injury Program in advance for prior approval. The Head Injury Program will respond in writing to the request for modification. The Head Injury Program, as stated in Section VI, Client Transfer, must approve non-emergency client transfers, in advance. In addition, any unexpected changes in the client's status, such as death or voluntary discharge from treatment, must be reported within 7 days to the Head Injury Program.
3. The Contractor shall prepare a progress report for each client, at a minimum of each 90-day period and submit the report to the Department. This report should include a status update on the client's progress toward achieving the goals and objectives stated in the most current service plan.
4. The Contractor must provide notification to the Department within seven days of each client's admission and discharge.
5. A discharge plan must be submitted at time of admission. A discharge summary must be submitted to the Head Injury Program within four weeks of discharge.

## **VIII. FEE SCHEDULE**

1. The Department's approved Fee Schedule (Appendix C), which is attached, delineates the maximum allowable fee at which the Department will reimburse the Contractor.
2. The Department may prospectively amend or revise the Fee Schedule, in writing, by notifying the Contractor at least thirty (30) days in advance by first class U.S. mail of changes. Such changes are incorporated herein by reference as of their effective date(s), as indicated in the notice.

## **IX. PREVIOUS AGREEMENTS**

As of the effective date of this Agreement, any other agreement between the Contractor and the Department, whether written or oral, for services covered herein is terminated.

## **X. SUSPENSION OF CONTRACT SERVICES DUE TO UNAVAILABILITY OF FUNDS**

1. The Department may, upon its determination that funds have or will become unavailable for any or all services provided under this Agreement, prospectively suspend provision of any or all of those services upon prior written notice to the Contractor by first class U.S. mail. This notification will instruct the Contractor that the services enumerated in the notice are to be suspended by the date set out in the notification. The Department will notify the Provider of the suspension of services as soon as practicable.
2. Department will not reimburse Contractor for suspended services under this Agreement unless and until the Department notifies the Provider in writing that the Department will do so.
3. All notifications sent out pursuant to this Section (X) become part of this Agreement and are incorporated herein by reference.

## **XI. MONITORING OF CONTRACTOR**

1. The Contractor shall be subject to periodic on-site review by the Department or its designees, Commonwealth Auditor General, or the Inspector General.
2. Upon request, the Contractor shall submit to the Department such reports and records, including but not limited to, client utilization, medical incident reports and client needs assessments.

## **XII. EXAMINATION OF RECORDS**

1. The Contractor agrees to maintain all records, including but not limited to, medical and financial records, pertaining to the services provided under this Agreement, and for which reimbursement is claimed, for a period of four years from the date of the final payment under this Agreement.

2. The Contractor agrees to make available at the office of the Contractor at reasonable times during the term of this Agreement, and four years thereafter, any of these records for inspection, audit or reproduction by any authorized representative of the Secretary of Health, the Auditor General, or the Inspector General.
3. The Contractor shall, upon request, furnish the Department with the itemized bills for all expenditures incurred in the performance of this Agreement and billed in a particular billing period (month). All expenditures must be documented. Documentation of expenditures shall include, but not be limited to, copies of vouchers, requisitions, invoices and receipts.
4. This Section supplements, but does not replace, Paragraphs 9, 10, and 11 of Appendix D, Standard Terms and Conditions.

### **XIII. AUDIT REQUIREMENTS**

The Contractor agrees to obtain an audit of this Agreement, at no additional cost to the Department, in accordance with the provisions of Appendix E, Audit Requirements, (whether funding limits indicated therein are met or not) as part of this Agreement.

### **XIV. State Health Improvement Plan (SHIP) Initiative:**

1. In conjunction with the Community Health Improvement Partnership(s), Contractor shall partner and develop a work plan including the following:
  - a. A description of contacts, meetings and working relationships involving the Contractor and the Community Health Improvement Partnership(s) within the Contractor's service delivery area.
  - b. A description of plans to share initiatives with the Community Health Improvement Partnership(s) within the Contractor's service delivery area.
  - c. A description of plans to link, coordinate and integrate services.
  - d. A description of the integration of the local health improvement priorities into the Contractor's activities.
2. Contractor shall submit an annual work plan signed by the Contractor and a representative of the Community Health Improvement Partnership(s) within the Contractor's service delivery area. A complete listing of Community Health Improvement Partnership(s) can be found on the internet at [www.hap2000.org/ihc](http://www.hap2000.org/ihc) or Contractor may contact the Department of Health, Bureau of Health Planning at (717) 772-5298.

### **XV. TERMINATION PROVISIONS**

1. Grounds for action. The Department may terminate a Provider's Agreement and seek reimbursement from that Provider if the Department determines that the Provider,

owner of the Provider, or an employee or agent of the Provider has done any of the following:

- a. Submitted false or fraudulent claims to the HIP.
- b. Failed to comply with any term of this Agreement.
- c. Been precluded or excluded, either voluntarily or involuntarily, as a Medical Assistance provider.
- d. Been convicted of a Medicaid or Medicare related criminal offense.
- e. Been convicted of a criminal offense under state or federal laws relating to the services covered by this Agreement.
- f. Been subject to license suspension or revocation following disciplinary action entered against the Provider or its health care providers providing services under this Agreement by a licensing or certifying authority.
- g. Had a controlled drug license withdrawn or failed to report to the Department changes in the Provider's Drug Enforcement Agency Number.
- h. Knowingly submitted a fraudulent or erroneous patient application or assisted a patient to do so.
- i. Refusal to permit authorized state or federal officials or their agents to examine the Provider's medical, fiscal or other records as necessary to verify claims made to the Department under this Agreement.

This section supplements but does not replace paragraph 25 of Appendix D (Standard General Terms and Condition, Rev 6/01).

2. The above is a non-exhaustive list which does not limit the Department's remedies for breach otherwise under this Agreement. Nor does this section prevent the Department from exercising any other right of termination the Department has under this Agreement or by law.